

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 7	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F40650-01-R-0020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN BUCKNER			b. TELEPHONE NUMBER (No collect calls) 931-454-7806		6. SOLICITATION ISSUE DATE 2001 AUG 27
9. ISSUED BY AEDC PKP CODE FA9100 AEDC/PKP 100 KINDEL DRIVE, SUITE A-332 ARNOLD AFB, TN 37389-1332 KAREN J. BUCKNER 931-454-7806 karen.buckner@arnold.af.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3612 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
SEE SF1449 CONTINUATION							
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				EFT:T			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SF1449 CONTINUATION				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA SEE SF1449 CONTINUATION						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED. AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)		
					42b. RECEIVED AT (Location)		
					42c. DATE REC'D (YY/MM/DD)		
					42d. TOTAL CONTAINERS		
					40. PAID BY		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		3 EA	
	<i>Noun:</i>	CURRENT LIMITING REACTORS	
	<i>ACRN:</i>	AA	
	<i>Security:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	According to Specification No. 950005-3 dated 6 July 2001, the performance, testing, and delivery of three (3) new dry-type air-core series-connected, multi-tapped, current limiting reactors. The reactors are components of the High Temperature Laboratory (HTL) DC power supply located in the Reactor Building (Building 721) at Arnold Air Force Base Tennessee.		

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		3	U		90	DARO
	<i>Noun:</i>	CURRENT LIMITING REACTORS				
	<i>ACRN:</i>	AA				
	<i>Sec. Class:</i>	U				
	<i>Descriptive Data:</i>					
	All items shall be delivered to:					
	USAF Warehouse Receiving #1					
	1476 Avenue E					
	Arnold AFB TN 37389-8000					
	Mark For: F40650- REQ: 069034					

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
------	--	----------------------

AA

57 13400 301 4711 040000 724440 52200 72878F 503000 FA9101
JON: P0006102

1. 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (May 2001)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

- (a) The place of inspection, acceptance, and FOB is Arnold Air Force Base Tennessee .

(more tailoring of 52.212-4)

2. 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (May 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

☒ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999). (If the offeror elects to waive the preference, it shall so indicate in its offer.)

☒ (5) 52.219-08, Utilization of Small Business Concerns (Oct 1999) (15 U.S.C. 637 (d)(2) and (3)).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (FEB 1999)(E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212).

☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Feb 2001) (E.O. 13126).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by

reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C.1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

3. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Dec 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.225-7012 Preference for Certain Domestic Commodities (May 1999).

☒ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (Mar 1998) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

- ☒ 252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- ☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	8	06 JUL 2001	SPECIFICATIONS 950005-3
ATTACHMENT 2	1	24 AUG 2001	PROPOSAL PREPARATION INSTRUCTIONS
ATTACHMENT 3	1	24 AUG 2001	EVALUATION FACTORS
ATTACHMENT 4	1	24 AUG 2001	PAST PERFORMANCE QUESTIONNAIRE

SPECIFICATION TO PROCURE
THREE CURRENT LIMITING REACTORS

REPLACE PES #5 TRANSFORMER

ARNOLD ENGINEERING DEVELOPMENT CENTER
ARNOLD AIR FORCE BASE, TENNESSEE 37389-9998

1. SCOPE

- 1.1 This specification establishes the performance, testing and delivery of three (3) new dry-type air-core series-connected, multi-tapped, current limiting reactors. The reactors are components of the High Temperature Laboratory (HTL) DC power supply located in the Reactor Building (Building 721) at Arnold AFB, Tennessee.

2. APPLICABLE DOCUMENTS

2.1 Non-Government documents

A. American National Standards Institute (ANSI) Standards:

1. C57.16-96 Standard Requirements, Terminology, and Test Code for Dry-Type Air-Core Series-Connected Reactors.

B. National Fire Protection Association (NFPA) Standards:

1. 70-99 National Electrical Code 1999 Edition.

3. REQUIREMENTS

3.1 Item definition

- A. This document establishes the requirements for three (3) dry-type air-core current limiting reactors. The reactors are connected to an AC power system to control power flow and limit fault current. Three sets of reactors are used – one set for each phase of the three-phase AC power supply. Three reactors per phase are required for a total of nine to achieve the needed impedance values. This specification describes one of the sets of reactors required. The reactors will replace the “C” reactors shown in Appendix 7.3.

3.2 Characteristics

A. **Electrical Specifications**

1. Provide reactors that are rated for 1300 amperes (ac) for thirty (30) minutes, on all taps, with a cool down period of four hours before repeating. Provide taps at 2.92, 5.92, and 8.92 ohms impedance.
2. Provide reactors designed in accordance with IEEE C57.16 standards.
3. Under short-circuit conditions, current in the reactors will not exceed twice the rated current.
4. Provide reactors designed to withstand short circuit conditions for three seconds without damage.
5. Reactors shall have 37-kV class insulation, with a basic impulse level (BIL) of 250-kV.

B. **Mechanical Specifications**

1. Provide single phase, dry-type reactors suitable for indoor installation.
2. Provide windings wound in radial layers, maintaining uniform spacing throughout the winding with construction that minimizes vibration and maximizes mechanical strength of the coil.
3. Provide windings with the next higher standard insulation class than the minimum required. Provide windings with the next lower standard hot-spot temperature rise above ambient than the maximum allowed.
4. Do not use concrete or any similar material in the reactor's support structure.
5. Provide aluminum conductors with varnish impregnated woven glass tape, double layer wrapping or epoxy resin impregnated fiberglass insulation.
6. Provide nickel-plated aluminum, blade-type terminals with standard NEMA drilling for existing bolted connections.
7. Place all reactor connections on one side of the reactor.
8. Provide reactors constructed with an integral-supporting base, and mounted on 250kV BIL, porcelain standoff insulators.

3.3 **Interface Requirements**

- A. Submit with the bid, the physical dimensions, recommended magnetic contour clearances, and ratings. There is a critical dimension of 9'-2" between reactors "A" and "B" in the center of the reactor building shown in Appendix 7.3. This dimension can be increased slightly by moving the "A" and "B" reactors if needed, but it is not a desired option. The lowest height of the ceiling above the "C" reactors being replaced is 12'. Ensure that the magnetic field of the reactor will cause no thermal and electro-dynamic effects on neighboring metallic parts.

3.4 **User Needs**

- A. Make provision for easy access to reactor tap connections.

3.5 **Support Requirements**

- A. **Maintainability:** Provide a design that emphasizes features to simplify maintenance actions and minimize maintenance costs, including those which facilitate easy access and preclude the need for special tools.
- B. **Availability:** Submit for information within 90 days of contract award, a recommended spare parts lists for all equipment provided under this specification.
- C. **Safety:** Submit for information within 90 days of contract award, any operating safety precautions and instructions required.

3.6 **Environmental Requirements**

- A. Provide reactors for operation under the following conditions:

1. Temperature range: -25°C to 45°C.
2. Altitude: 350 meters.

3.7. **Drawings**

- A. Document with shop drawings indicating manufacturer's engineering specifications, detailed installation information with dimensions, assembly instructions, weight, connection details, wiring, and schematic diagrams for all equipment as specified herein. Demonstrate fully that all equipment parts will conform to the requirements and intent of the specification. Typical drawings are not acceptable unless they are revised to show only the equipment being furnished. The following shall be considered minimum requirements. Complete engineering drawings showing:
1. Arrangement. (outline, elevations, footprint, nameplate, etc.)
 2. Recommended magnetic clearance contour
 3. Clearances
 4. Electrical wiring diagrams
 5. Weights
 6. Ratings
 7. Actual measured tap impedances
 8. Lifting instructions

3.8 **Workmanship**

- A. Workmanship shall be in accordance with the best modern standard practice in the manufacture of high-grade equipment of the type specified.

3.9 **Compatibility**

- A. The manufacturer of the reactors shall demonstrate that all sub-assembly equipment fits together and is completely compatible before delivery to AEDC.

4. **QUALITY ASSURANCE PROVISIONS**

- 4.1 **Responsibility for tests.** The contractor is responsible for performing all factory tests specified herein. Provide copies of all test reports to the customer.

4.2 **Tests.**

A. **Factory Tests**

1. **General**

- a. Completely assemble and adjust the reactors at the factory and subject them to the manufacturer's routine shop tests and also other tests as specified in the following sections. Properly mark and identify all parts for ease of assembly in the field. Conduct all tests in the presence of the Government representative unless waived in writing, and ship no equipment until it has been released for shipment by the Contracting Officer.

Submit for approval, a detailed test schedule with testing dates to the Contracting Officer at least 14 days in advance of the tests if testing is to be performed within the continental United States (CONUS). If testing is to be performed outside CONUS, 60 days advance notice is required. This notice is required so that arrangements can be made for the Government representative to be present at the tests. The contractor is responsible for the Government's witness travel costs if additional trips are required because the contractor could not meet the schedule. Conduct the factory tests, using test equipment, test methods, measurements, and computations in accordance with the applicable requirements of ANSI C57.16. All tests are subject to the approval of the Contracting Officer. Make and report all routine tests required by the referenced standards whether specifically required by this specification or not. Except where otherwise specified in the standards, make all measurements and tests involving alternating current with 60-Hz sine-wave voltage. Clearly identify, index, and certify all test results, including oscillograms, and bind them into one volume. Reports of all witnessed tests shall be signed by the witnessing representatives of the contractor and the Government representative. Submit for approval within 30 days of factory testing, a certified copy of all oscillographic records, meter readings, and data taken during the above-described tests, together with a diagram of the circuit used, in the test report. The cost of performing the tests shall be borne by the contractor and is included in the unit price for the items of the schedule.

2. Reactor Factory Tests

- a. Visual Inspection.
- b. Impedance and loss test
- c. Resistance measurements
- d. Dielectric tests
 - 1. Applied potential test
 - 2. Tests between turns
- e. Temperature rise test
- f. Short-Circuit tests
- g. Short-Circuit calculations
- h. Mechanical strength test
- i. Thermal capability calculation
- j. Impulse test

B. Field Acceptance Tests

1. General

- a. The Government will perform the field acceptance tests specified in section 4.2.B.2. after the equipment has been delivered to AEDC. Should the reactors fail any acceptance test, it is the contractor's responsibility to make changes to the equipment as necessary until each test has passed.

2. Reactor Field Tests (by Government)

- a. Visual Inspection.
- b. Resistance with direct current
- c. Dielectric tests
 - 1. Applied potential test

2. Tests between turns

- 4.3 **Shop Drawings:** Submit for approval within 10 days of contract award, three sets of “shop” drawings and one electronic copy in .dwg format on CD ROM. Any changes to the drawings after approval, will have to be resubmitted and go through the approval process again. Drawings shall include all that is specified in section 3.7. Include foundation recommendation in the drawings.
- 4.4 **Final As-Built Drawings:** Submit Final As-built drawings for approval within 30 days of shop drawing approval, or before shipping equipment, whichever comes first. Submit three sets of “shop” drawings and one electronic copy in .dwg format on CD ROM. Drawings shall include all that is specified in section 3.7.
- 4.5 **Manuals:** Submit for approval within 14 days of factory testing, four hard-bound sets and one electronic copy in .pdf format on CD ROM, of operation and maintenance manuals for all equipment and devices provided.

5. PREPARATION FOR DELIVERY

- 5.1 The contractor shall provide all preservation, packaging, and packing to assure safe delivery of the equipment specified herein to AEDC. Protect the reactors from moisture incursion and impact damage while in transit. Ship the reactors with an impact recorder that measures in all three planes and records impacts greater than 0.5 g's. The recorder shall record continuously during shipment on roll paper and shall be time stamped. Seal the impact recorder to indicate tampering during shipment. Ship the equipment to AEDC as completely assembled and wired as feasible so as to minimize the contractor's work at AEDC. Carefully pack and ship separately any other equipment which cannot withstand the hazards of shipment when mounted in place. Identify each item so it can be readily mounted and connected. The contractor is responsible for transportation of all required items to AEDC. All crane support for off-loading or setting the required items on the Government designated site at AEDC are the contractor's responsibility.
- 5.2 Submit for approval, a delivery plan and schedule to the Contracting Officer at least 7 days in advance of the shipping date. No equipment shall be shipped without written authorization from the Contracting Officer.

6. NOTES – Not applicable.

7. APPENDIX

- 7.1 **Submittal Matrix:** This matrix consolidates the requirements for bid submittals.

Paragraph No.	Requirement	V	I
3.3	Reactor Dimensions, Magnetic Contour, and Ratings		X

Approval – A Information – I

APPENDIX 7.1: Submittal Matrix For Bidding

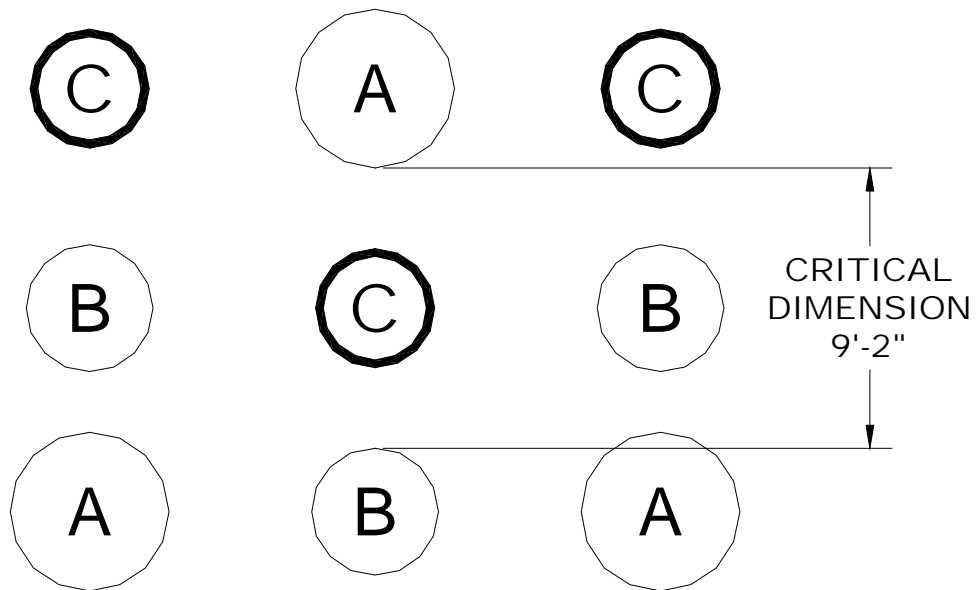
- 7.2 **Submittal Matrix:** This matrix consolidates the requirements for after contract award submittals.

Paragraph No.	Requirement	A	I
3.5.B	Spare Parts List		X
3.5.C	Operating Safety Precautions and Instructions		X
4.2.A.1.a	Factory Test Schedule	X	
4.2.A.1.a	Factory Test Results	X	
4.3	Shop Drawings	X	
4.4	Final As-built Drawings	X	
4.5	Manuals	X	
5.2	Delivery Plan	X	

Approval – A Information – I

APPENDIX 7.2: Submittal Matrix for After Contract Award

CEILING HEIGHT = 12'



APPENDIX 7.3: Existing Reactor Building and Layout

END OF SPECIFICATION

ATTACHMENT 2

PROPOSAL PREPARATION INSTRUCTIONS

Each prospective offeror shall adhere to the following requirements for submission of proposals. The following sections set forth the minimum aspects that must be covered:

1. Technical Data which includes the physical dimensions, recommended magnetic contour clearances, and ratings.
2. Past Performance: Provide information concerning relevant past performance as requested by Attachment 3. Submit information concerning a maximum of five projects within ten years preceding the issue date of this request proposal. Assurances of past performance without a clear demonstration to support the claim will adversely influence the evaluation of the Past Performance Questionnaire.
3. Price: **NO PROPOSED DOLLAR COSTS ARE TO BE INCLUDED IN THE TECHNICAL PROPOSAL.** Pricing information is to be inserted at the Schedule on page 2 of 22, continuation of Standard Form 1449.
4. Negotiations: Negotiations may not be necessary and may not be used. You should, therefore, rely exclusively on your written material to convey your understanding of the project and your past performance.

ATTACHMENT 3

EVALUATION FACTORS

PROPOSAL EVALUATION

This solicitation is a best value procurement. The Government specifically reserves the right to award the contract to that responsible offeror whose proposal is most advantageous to the Government, technical and price factors considered. "Best Value" means the Government may make award to other than the offeror proposing the lowest price or may make award to other than the offeror whose proposal receives the highest technical rating. The Government also reserves the right to make award on the basis of initial offers received. Negotiations may not be necessary and may not be used. Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint.

EVALUATION FACTORS

The proposals shall be evaluated using the three following criteria, with each criterion receiving weight in descending order.

1. Technical Compliance of the Item Offered to meet the Government Requirement - The technical evaluation will include examination of the offeror's approach in meeting the requirements of the statement of work. The technical evaluation will give greater value to small physical dimensions and magnetic contour clearances for the equipment offered. The technical proposal must include the minimum information listed in Attachment 1.
2. Past Performance - The offeror's past performance questionnaires will be evaluated to determine relevance of past work experience to the work required by this project and the satisfaction of past customers with the offeror's timeliness and technical capability.
3. Price - The offeror's proposed prices will be evaluated for fairness and reasonableness.

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

Instructions: Complete a sheet in this format for each job being described. Provide pertinent concise comments regarding your performance on the projects you identify. If more space is required, use the back of the page or a continuation sheet.

A. Offeror Name (Company/Division):

B. Project or Job Title:

C. Contract Specifics:

- (1) Contract Number
- (2) Contract Type
- (3) Period of Performance
- (4) Original Dollar Value of Contract
- (5) Current or Final Dollar Value of Contract

D. Brief Description of Effort as _____ Prime or _____ Subcontractor. (Focus on aspects of the work most relevant to this solicitation. If the original and current/final amounts are significantly different, briefly explain):

E. Primary Point(s) of Contact:

- (1) Name(s)
- (2) Office Address _____

(3) Telephone:

F. Describe any Technical Feature or other Characteristics of this Project You Consider Unique:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667 / 2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation

"DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.212-02 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: technical and price

Technical and past performance, when combined, are See Attachment 2.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2001) - ALTERNATE I (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[] TIN:-----

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small

Disadvantaged business participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

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(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

___ List line item numbers and country of origin as applicable.

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable.

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR

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52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.: _____

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: Country of Origin:

___ [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: Country of Origin:

___ [List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ has ☐ has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. (This language stayed indefinitely. Please use paragraph (i) below.)

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, stat or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).

(1) Listed end products.

_____| (Insert list of any end products being acquired.)|

_____| (Insert Insert list of countries of origin.)|

(2) Certification. If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.

(i) ☐ The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate

(including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7035 BUY AMERICAN ACT-- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. ``Domestic end product," ``foreign end product," ``NAFTA country end product," and ``qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications. (1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

SOLICITATION PROVISIONS

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

insert line item number insert country of origin

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

insert line item number insert country of origin

(iii) The following supplies are other foreign end products:

insert line item number insert country of origin
